

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

YEHUDA HERSKOVIC,

Plaintiff,

-against-

VERIZON WIRELESS,

Defendant.

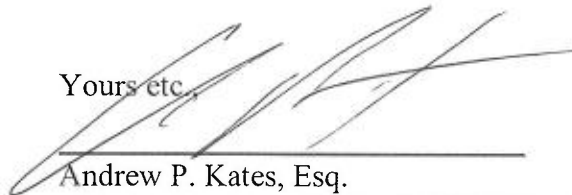
Index No.: 1251-19

**NOTICE TO CLERK OF THE
COURT REGARDING THE
FILING OF REMOVAL OF
LAWSUIT TO UNITED STATES
DISTRICT COURT**

PLEASE TAKE NOTICE that on June 6, 2019, Defendant, **Cellco Partnership d/b/a Verizon Wireless**, *incorrectly sued as "Verizon,"* filed a Notice of Removal of this lawsuit, together with the supporting documents (as annexed hereto), removing the above-captioned action from the New York State Supreme Court, County of Kings, to the United States District Court for the Eastern District of New York under Civil Case No.: 7:19-cv-04644.

Dated: New York, New York
June 6, 2019

Yours etc.,



Andrew P. Kates, Esq.
SEGAL, MCCAMBRIDGE, SINGER &
MAHONEY, LTD.

Attorneys for Defendant

**Cellco Partnership d/b/a Verizon Wireless,
*incorrectly sued as "Verizon"***

850 Third Avenue, Suite 1100
New York, New York 10022
(212) 651-7500

TO:

Yehuda Herskovic
Plaintiff Pro Se
303 Marcy Ave.
Brooklyn, NY 11211

2019 JUN -7 AM 10:59
RECEIVED
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

YEHUDA HERSKOVIC,

Plaintiff,

-against-

VERIZON WIRELESS,

Defendant.

CV -

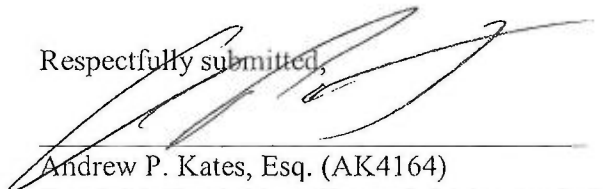
NOTICE OF REMOVAL

**TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN
DISTRICT OF NEW YORK:**

Defendant CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, incorrectly sued as
“Verizon Wireless,” by its attorneys, Segal McCambridge Singer & Mahoney, Ltd., files this
Notice of Removal, to remove the above-entitled case from the New York State Supreme Court,
Kings County (“State Court”) to this Court, pursuant to 28 U.S.C. §1331, §1441(c), and §1446.

Dated: New York, New York
June 6, 2019

Respectfully submitted,



Andrew P. Kates, Esq. (AK4164)
Segal, McCambridge, Singer & Mahoney, Ltd.
Attorneys for Defendant
Cellco Partnership d/b/a Verizon Wireless,
incorrectly sued as “Verizon Wireless”
850 Third Avenue, Suite 1100
New York, New York 10022
(212) 651-7500

TO:

Yehuda Herskovic
Plaintiff Pro Se
303 Marcy Ave.
Brooklyn, NY 11211

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

YEHUDA HERSKOVIC,

Plaintiff,

-against-

VERIZON WIRELESS,

Defendant.

CV

PETITION FOR REMOVAL

DEFENDANT'S PETITION FOR REMOVAL

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO PLAINTIFF:

PLEASE TAKE NOTICE that Defendant, Cellco Partnership d/b/a Verizon Wireless, incorrectly sued as “Verizon Wireless” (“Defendant”), hereby removes the action from the Supreme Court of the State of New York, County of Kings, to the United States District Court for the Eastern District of New York, pursuant to Sections 1331, 1441(c), and 1446 of Title 28 of the United States Code (“U.S.C.”). As set forth more fully below, this case is properly removed to this Court pursuant to 28 U.S.C. § 1441 because Defendant has satisfied the procedural requirements for removal and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. In support of this Notice of Removal, Defendant states as follows:

I. THIS COURT HAS SUBJECT MATTER JURISDICTION PURSUANT TO 28 U.S.C. SECTIONS 1331 AND 1441

On or about March 28, 2019, plaintiff Yehuda Herskovic (“Plaintiff”) filed a Complaint *in propria persona* in the State Court, entitled *Yehuda Herskovic v. Verizon Wireless*, Index No. 1251-2019. In the Complaint, Plaintiff alleges that Defendant failed to properly investigate his dispute concerning an unpaid telephone bill and reported negative credit information concerning his account to various Credit Reporting Agencies (“CRAs”). Based on these allegations, Plaintiff

requests that Defendant be ordered to remove the negative reporting from his credit files and pay him for damages he allegedly sustained when his credit was affected. *See* Complaint at Pages 4-5 (“... the relief I am seeking from Court is as follows ... erase this [sic] charges from collection on my credit report of all credit reporting agencies like Equifax [sic] Transunion [sic] Experian to remove the negative reporting.”) Although Plaintiff does not expressly allege any cause of action in the Complaint, the allegations of his Complaint clearly fall under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.* The Summons and Complaint, as well as other papers served on Defendant are attached hereto as **Exhibit A**, as required by 28 U.S.C. § 1446(a).

In general, a plaintiff cannot avoid removal to federal court by omitting necessary federal questions from his or her pleadings. *See Romano v. Kazacos*, 609 F.3d 512, 518-19 (2d Cir. 2010). Here, although Plaintiff characterizes his claims against Defendant as sounding in “contract,” Plaintiff’s entire Complaint is based on alleged credit reporting conduct by Defendant. The FCRA provides the exclusive remedy for alleged credit reporting violations. Indeed, the FCRA states, “[n]o requirement or prohibition may be imposed under the laws of any State ... with respect to any subject matter regulated under ... section 1681s-2 of this title, relating to the responsibilities of persons who furnish information to consumer reporting agencies[.]” 15 U.S.C. § 1681t(b)(1)(F). The Second Circuit has held that the FCRA preempts all state law claims — statutory and common law — against furnishers of information to CRAs. *See Macpherson v. JPMorgan Chase Bank, N.A.*, 665 F.3d 45, 47 (2d Cir. 2011); *see also Purcell v. Bank of Am.*, 659 F.3d 622, 625 (7th Cir. 2011); *Ross v. F.D.I.C.*, 625 F.3d 808, 813 (4th Cir. 2010).

Moreover, the “complete pre-emption” doctrine provides that, “[o]nce an area of state law has been completely pre-empted, any claim purportedly based on that pre-empted state law is considered, from its inception, a federal claim, and therefore arises under federal law.” *Caterpillar Inc. v. Williams*, 482 U.S. 386, 393 (1987) (citation omitted). Thus, although Plaintiff does not expressly allege a violation of the FCRA, the fact that his credit reporting claims are completely preempted by the FCRA provides this Court with subject matter jurisdiction over Plaintiff’s claims. *Arnold v. Navient Sols., LLC*, 2018 WL 6671542, at *2–3 (N.D.N.Y. Dec. 19, 2018) (denying motion to remand on this exact basis).

Here, as in *Arnold v. Navient Sols., LLC*, Plaintiff’s allegations concern Defendant’s responsibilities as a furnisher of credit information under the FCRA, including both reporting accurate information and complying with obligations to investigate disputed debts. Therefore, as in *Arnold*, the FCRA preempts these claims, despite Plaintiff’s failure to reference the FCRA and attempt to characterize this dispute as one sounding in “contract.” Because this action arises under federal law (the FCRA), which can be ascertained from the face of Plaintiff’s Complaint, this Court has original jurisdiction pursuant to 28 U.S.C. § 1331. Accordingly, this action may be removed to this Court pursuant to 28 U.S.C. § 1441.

II. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED

On or about March 28, 2019, Plaintiff filed this action in the State Court. Plaintiff mailed a copy of the Summons and Complaint to Defendant on or about May 16, 2019. A true and correct copy of the envelope with UPS tracking number information for the Summons and Complaint received by Defendant are attached as **Exhibit B** for the Court’s reference. This Notice of Removal is timely in that it was filed within 30 days from the time Defendant had

notice that the action was removable, and less than a year after the commencement of the action.
See 28 U.S.C. § 1446(b).

The State Court is located within the United States District Court for the Eastern District of New York. *See* 28 U.S.C. § 112(c). Thus, venue is proper in this Court because it is the “district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

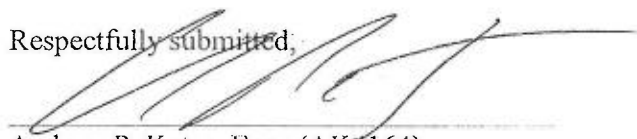
In compliance with 28 U.S.C. § 1446(d), Defendant will serve on Plaintiff and file with the Clerk of the State Court a written notice of the filing of this Notice of Removal, attaching a copy of this Notice of Removal.

No previous application has been made for the relief requested herein.

WHEREFORE, Defendant respectfully removes this action from the State Court to this Court pursuant to 28 U.S.C. §§ 1331, 1441 and 1446.

Dated: New York, New York,
June 6, 2019

Respectfully submitted,



Andrew P. Kates, Esq. (AK4164)
SEGAL, MCCAMBRIDGE, SINGER &
MAHONEY, LTD.
Attorneys for Defendant
Cellco Partnership d/b/a Verizon Wireless,
incorrectly sued as “Verizon Wireless”
850 Third Avenue, Suite 1100
New York, New York 10022
(212) 651-7500

To:

Yehuda Herskovic
Plaintiff Pro Se
303 Marcy Ave.
Brooklyn, NY 11211

SUPREME COURT OF THE STATE OF NEW YORK,

County of ~~New York~~ KINGSYEHUDA HERSKOVIC

Plaintiffs,

---against---

VERIZON WIRELESS

Defendants.

Summons

Index No. 1251-19

The summons was filed on [month, date, year]

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to appear in this action by serving a copy of your notice of appearance upon the undersigned within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete, if this summons is not personally delivered to you within the state of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Take notice that the object of this action and the relief sought is as follows:

[With respect to each cause of action to be asserted (a) separately state and describe it in summary fashion, and (b) state the amount of monetary damages sought (unless this is an action for medical malpractice or against a municipality), or other relief to be sought]. In case of your failure to appear, judgment will be taken against you by default for [state the monetary damages and/or other relief sought under all causes of action], together with costs and disbursements of this action.

The basis of the venue designated is [(plaintiff's residence or address) or (specify 2 other basis of venue under N.Y. C.P.L.R. Article 5, e.g., residence of the defendant, plaintiffs designation pursuant to N.Y. C.P.L.R. 503(a), etc.)].

Dated, 03/26/2019, New York

¹ Summons and notice.—See CPLR 305(b).

Notice in matrimonial actions.—See DRL § 232(a).

KINGS COUNTY CLERK
RECEIVED
2019 MAR 28 PM 2:35

[month, date, year]

(Print name) YEHUDA HERSKOVIC

Attorney for Plaintiffs

Address: 225 ROSS STR BROOKLYN NY 11211

Telephone Number: 347 731 8818

TO THE ABOVE NAMED DEFENDANTS:

TAKE NOTICE that this is an action for (*set forth nature of action*) personal injuries sustained by the plaintiff [*name of plaintiff*], caused by defendants' negligence; (*set forth relief sought*) the relief sought is recovery of money damages for plaintiff's injuries, pain and suffering, medical expenses, loss of present and future earnings, and for plaintiff's loss of services, companionship, support and consortium;² (*unless the action is for medical malpractice, set forth the sum of money for which judgment may be taken in case of default*) in case of your failure to appear, judgment may be taken against you for \$[*amount*], with interest, from [month, date, year], together with the costs and disbursements of this action.³

Dated, 03 / 26 / 2019, New York

[month, date, year]

(Print name)

Attorney for Plaintiffs

Address:

Telephone Number:

Bender's Forms for the Civil Practice

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End of Document

² Required specificity.—See Weinstein, Korn, & Miller, New York Civil Practice—CPLR ¶ 305.12a.

³ Notice of amount.—The figure appearing in the notice limits the amount the court may enter as judgment upon default. It does not, however, limit the amount that may be demanded in a complaint subsequently served. See Weinstein, Korn, & Miller, New York Civil Practice—CPLR ¶ 305.13.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ~~QUEENS~~ KINGS



YEHUDA HERSKOVIC Plaintiff,

- against -

Index No. 1251 120 19

VERIFIED
COMPLAINT

VERIZON WIRELESS

Defendant.

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, YEHUDA HERSKOVIC, respectfully shows and alleges as follows:

ON THE DATE OF 12/27/2017 I WENT IN TO THE VERIZON WIRELESS STORE ON 100 WALL STR NEW YORK NY. 10005, AND MADE A CONTRACT FOR A HOME DEVICE TO HAVE PHONE SERVICE WITH THE NUMBER 718-387-4565 AND THE CONTRACT WAS FOR TWO YEARS, AFTER ABOUT A MONTH I STARTED TO HAVE DIFFICULTIES WITH THE SERVICE, PEOPLE ON THE OTHER END COULD NOT HEAR ME AND CALLS WERE DROPT IN MIDDLE OF A CONVERSATION THEN I CALLED THE COMPANY VERIZON WIRELESS AND THEY TRIED TO FIX IT BUT IT WAS NOT HELPING TO MUCH IT KEPT ON AN ON AND I KEAP CALLING AN COMPLAINING THEY STATED THAT NOTHING IS WRONG AND THE SAME PROBLEM WAS GOING ON AND ON I REALY GOT TIRED OF THE SITUATION, AND ON THE DATE OF DEC/10/2018 I SPOKE TO A CUSTOMER SERVICE AND SHE TRANSFERD ME TO A SUPER VISOR AND TOLD THEM THAT I CANOT GO ON WITH THIS NO SERVICE AN DIFFICULTIES I NEEDED PROPER SERVICE AND I ASKED

PERMISSION TO CANCEL THE CONTRACT AND GO TO A OTHER
 PROVIDER AND COMPANY WHO CAN GIVE ME PROPER
 SERVICE THE SUPERVISER AGREED WITH ME AND SAID
 SHE WILL WAIVE THE DISCONNECTION FEE SO I WENT
 TO ANOTHER COMPANY AT&T WITH THE SAME
 SERVICE AND SAME WIRELESS DEVICE FOR HOME
 SERVICE AND SWITCH THE SERVICE TO AT&T WIRELESS
 ATT THE END OF THE MONTH VERIZON WIRELESS SEND ME
 A FINAL BILL WITH A 176.00\$ DISCONNECTION CHARGE
 FOR GOING TO A OTHER COMPANE WHO CAN GIVE ME
 SERVICE, I RIGHT AWAY CALD VERIZON WIRELESS
 AND ASK WHAT IS THE 176\$ DISCONNECTION CHARGE
 I GOT PERMISSION AN THE SUPERVISOR PROMISED ME
 TO WAIVE THE DISCONNECTION CHARGE AND I WAS ON
 THE PHONE FOR A LONG TIME ARGUING WITH THE
 CUSTOMER SERVICE REPRESENTIVE THEN WITH THE
 SUPERVISER BUT BOTH REFUSED TO WAIVE THE FEE
 THEY DNIED ME MY RIGHT TO HAVE PROPER SERVICE
 AND I VERIFIED ALL THE COMPLAIN'S I WAS MAKING
 AN THEY STILL DNIED ME AN KEPT SENDING
 BILL'S FOR ONLY THIS CHARGE ALL OTHER I WAS UP
 TO DATE PAID EVRYTHING I OWED EXCEPT THE
 DISCONECT CHARGE, THAN THE REAL NIGHTMARE
 STARTED, THEY SEND ME COLLECTION LETTERS ONE
 AFTER THE OTHER AN CALLS OF COLLECTION DIERENT
 COMPANY'S AN THEY PUT IT ON MY CREDIT REPORT
 AS A NEGATIVE RUNING MY CREDIT ONE LETTER
 FROM DIVERSIFIED CONSULTANTS, INC. PO BOX 551268
 THEY CALD ME HOME AN COLL DAY AFTER DAY

AND I KEAP EXPLAINING THAT I DO NOT OWE THIS MONEY
 AND THEY INSIST THAT I DO OWE THEM AND I ALSO
 CALLED VERIZON WIRELESS BUT THEY ALSO WERE
 NOT TO HELP OUT THE SITUATION THEN I APPLIED
 FOR CREDIT CARD FROM BARCLYS WHICH I HAVE A
 CREDIT CARD AND OTHER THEY DENIED ME
 BECAUSE OF NEGATIVE INFORMATION ON MY
 CREDIT REPORT FROM EXPERIAN AND TRANSUNION
 THEY HARASSED ME WITH THIS FRAUDELENT CHARGE
 SO LATE AS DEC/07/2018 THEY SEND ME A NEW
 COLLECTION LETTER AND ALSO THEY PUT IT ON
 MY CREDIT REPORT. EVAN THEY ADMIT IN
 SMALL CLAIM COURT THEY REFUSED ME 698\$ FOR
 BAD SERVICE, BUT THE 176\$ THEY STILL HAVE IT
 ON MY CREDIT REPORT AND NOW ON 3/1/2019
 I RECEIVE A NEW LETTER WITH A MORE GREATER
 CHARGE OF 341.83\$ AS YOU CAN SEE ATTACH COPY
 FROM DYNAMIC RECOVERY SOLUTIONS WITH ADDRESS
 135 INTERSTATE BLVD. GREENVILLE, SC 29615
 THE HARASMENT DONT STOP I CANT GET NEW CREDIT
 CARD I LOST ABOUT 3000\$ ON INSTANTIVES THE HARASMENT
 IS GOING ON STILL TODAY THEIR IS NO END TO MY
 AGRAVATION FROM THIS FALSE AND FRAUDELENT
 CHARGE IS MY WORST NIGHTMARE CANT SLEEP AT
 NIGHT THIS IS CAUSING ME HEADACKES AND IN
 MIDDLE OF THE NIGHT I WAKE UP THINKING OF
 THIS COLLECTION LETTERS I AM NERVOUS AND HAVE
 BAD DAYDREAMS FRIDAY DEC 7 2018 I SPOKE TO THE
 SUPERVISOR OF COLLECTION DEP OF DIVERSIFIED

CONSULTANTS, INC WITH THE NAME PERALTA ANGELYN AN THEY STILL REFUSE TO REMOVE THE DAMAGING INFORMATION WHICH IS FRAUDULENT AN FALSE EVEN AFTER REFUNDING THE WHOLE AMOUNT OF CHARGES FORMENTLY SERVICE SO ON DEC 13 2018 I CALD VERIZON WIRELESS THEY GAVE ME CONFLICTING DATE WHEN MY SERVICE STATED AN WHEN IT ENDED ON CREDIT REPORT IT IS WRITEN DEC 1 2016 ~~ANT~~ THEY CLAIM VERIZON WIRELESS SHE SAID JAN 07 2018 THEN THEY GAVE ME THE DATE DEC 21 2016 AND DEC 27 2017 ALSO REPRESENTATIVE CONFIRM THAT I CALD IN ON ALL THIS DATES JUN 28 2017, SEP 10 2017, DEC 10 2017, OCT 30 2017, DEC 9 2017, DEC 10 2017, AND ON THIS DATE OF DEC 10 2017 I HAD A CONVERSATION WITH A SUPERVISER THAT I CANNOT GO ON LIKE THIS ANY LONGER WITH THIS BAD SERVICE AN I AM SWITCHING CARRIER BECAUSE OF PHONE DROPS CALLS AND PEOPLE ON OTHER END CANT HEAR ME AN SHE AGREED THAT I CAN GO TO A DIFFERENT CARRIER SO ON DEC 27 2017 I WENT TO ATT. SO NOW THE RELIEF I AM SEEKING FROM COURT IS AS FOLLOWS

1) THAT VERIZON WIRELESS AND ALL THEIR COLLECTION AGENCIES STOP THE HARASMENT AND AGRAVATING ME WITH THEIR COLLECTION AND ERASE THIS CHARGES FROM COLLECTION ON MY CREDIT REPORT OF ALL CREDIT REPORTING

Case 1:19-cv-03372 Document 2-2 Filed 06/06/19 Page 7 of 8 PageID #: 14

AGENCIES LIKE EQUIFAX TRANS UNION EXPERIAN TO
REMOVE THE NEGATIVE REPORTING
2. 30,000\$ FOR THE DAMAGES THAT DAY CAUSED TO
ME WITH THEIR ACTION OF THIS FALSE AND FRAUDULENT
CHARGES AN COLLECTION ALL THIS TIME FROM
DEC 27 2017 UNTIL TODAY THE COURT SHOULD ORDER
TO REMOVE THE NEGATIVE COLLECTION AND
REPORTING AND A JUDGMENT IN THE AMOUNT
OF 30,000\$ TO ~~YEHUDA HERSKOVIC~~ BE GIVEN
TO YEHUDA HERSKOVIC

Dated: 3/26/2019

YEHUDA HERSKOVIC
Plaintiff

VERIFICATION

YEHUDA HERSKOVIC, being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Sworn to before me this
26 day of MARCH 2019

CHAIM FELDSTEIN
Notary Public

NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE8075699
Qualified In Kings County
My Commission Expires 08-30-2019

5

Signature

YEHUDA HERSKOVIC
Print Name

Note: Strike *italicized* wording which does not apply.

VERIFICATION

STATE OF NEW YORK)

COUNTY OF KINGS) SS.:

YEHUDA HERSKOVIC (your name), being duly sworn, deposes and says:

That I am the plaintiff / *petitioner* / *defendant* / *respondent* in this action /
proceeding. That I have read the foregoing _____ and know the
contents thereof; that the same is true to my own knowledge, except as to matters therein
stated to be alleged on information and belief; and as to those matters I believe them to be
true,

[Signature]
Plaintiff / Petitioner / Defendant / Respondent
(Sign your name before a Notary Public)

YEHUDA HERSKOVIC
(Print Name)

Sworn before me this 26
day of MARCH, 2019

[Signature]
Notary Public

CHAIM PERLSTEIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE5075699
Qualified In Kings County
My Commission Expires 05-30-2019

KOSR 02/17

YEHUDA HERSKOVIC
303 MARCY AVE 2A

B. K. 2019

YEHUDA HERSKOVIC
7185996245
320 ROEBLING ST
BROOKLYN NY 11211

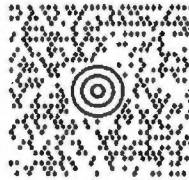
1 LBS

1 OF 1

DWT: 12,9,1

SHIP TO:

VERIZON
8004515242
ATT: VSAT VERIZON SECURITY ASSISTANT
180 WASHINGTON VALLEY RD
BEDMINSTER NJ 07921-2120



NJ 078 9-71



UPS GROUND

TRACKING #: 1Z AR6 071 03 2318 3314



BILLING: P/P

Trx Ref No.: PM PKG ID 11742
Trx Ref No.: FROM YEHUDA HERSKOVIC
XOL 19.04.02 NY45 12.04.04/2019



VSAT NJ
MAY 16 2019

By: _____

ATT: VSAT VERIZON SECURITY ASSI
180 WASHINGTON VALLEY RD
BEDMINSTER NJ 07921

P: BLACK S: RIGHT
671 -- 6920
1ZAR6071032318 3314
MAY 18 08:46:06 2019

507921
SECURITY ASSISTANT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

YEHUDA HERSKOVIC,

Plaintiff,

-against-

VERIZON WIRELESS,

Defendant.

1:19-cv-03372

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

I, ANDREW P. KATES, being duly sworn, deposes and says:

1. That I am an Associate at the firm of Segal McCambridge Singer & Mahoney, Ltd.
2. That on June 6, 2019 I served a true copy of the following file-stamped documents:
 - Notice of Removal;
 - Civil Cover Sheet; and
 - Petition for Removal (with exhibits).

by depositing it endorsed in a postpaid properly addressed wrapper, in an official postal depository at 850 Third Avenue, Suite 1100, New York, New York 10022 under the exclusive care and custody of Federal Express within the State of New York, addressed to

Yehuda Herskovic
303 Marcy Ave.
Brooklyn, NY 11211

Sworn to before me this
June 6th, 2019

NOTARY PUBLIC

Andrew P. Kates

HOWARD A. FRIED
Notary Public, State of New York
No. 02FR5020831
Qualified in Queens County
Commission Expires January 8, 2024

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

YEHUDA HERSKOVIC,

Plaintiff,

-against-

VERIZON WIRELESS,

Defendant.

1:19-cv-03372

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

)

ss.:

COUNTY OF NEW YORK)

I, Pearson Hoak, being duly sworn, deposes and says:

1. That I am a Legal Assistant at the firm of Segal McCambridge Singer & Mahoney, Ltd.

2. That on June 10, 2019 I served a true copy of the following file-stamped documents:


- Notice to Clerk;
- Notice of Removal;
- Civil Cover Sheet; and
- Petition for Removal (with exhibits).

by depositing it endorsed in a postpaid properly addressed wrapper, in an official postal depository at 850 Third Avenue, Suite 1100, New York, New York 10022 under the exclusive care and custody of U.S. Mail within the State of New York, addressed to

Yehuda Herskovic
303 Marcy Ave.
Brooklyn, NY 11211

Sworn to before me this
June 10, 2019


NOTARY PUBLIC


Pearson Hoak

DI YING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01YI6329552
Qualified in Queens County
My Commission Expires August 24, 2019